

## ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name:                      Wagers & Associates, Inc.

Contractor Address:                2840 Wilderness Place, Suite G  
Boulder, CO 80301

Title of Form Contract:            Software License and Services Agreement

Attached Form Contract consists of seven (7) pages without terms on both sides.

Contract term begins on March 1, 2007 and ends February 29, 2008.

The Contractor will be paid at the rate of forty-three thousand seven hundred and fifty dollars (\$43,750.00) a year for support as described in Paragraph 5 ("Condition of Payment") of this Addendum, Attachment A (attached hereto and incorporated herein to this Addendum by reference) and the Form Contract. An additional amount of three thousand dollars (\$3,000.00) per year in approved travel expenses is permissible. The total consideration for the term of the Contract shall not exceed seventy-nine thousand dollars (\$79,000.00).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of Contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the statute of limitations provided by Indiana statute
- I. Any provision relating to the time within which a claim must be made or suit brought
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the Contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

1. **Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Agreement, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested. Contractor Proprietary Information can be withheld except if it materially effects billing or service as it applies to this Contract.
2. **Assignment; Successors.** The Contractor binds its successors and assignees to all the terms and conditions of this Agreement. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the State's prior written consent, which will not be unreasonably withheld. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Agreement and shall not be made to more than one party.
3. **Changes in Work.** In the event the State requires a major change in scope, character, or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its good faith and prudent judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.
4. **Compliance with Laws.**
  - A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
  - B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.
  - C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or

this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or Contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subContractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from leasing with the State in the future, cancel existing Contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Contractor is current in its payments on its liability to the State and has submitted proof of such payment to the State.

J. As required by IC 5-22-3-7:

1. the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

2. the Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-

4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

**5. Condition of Payment.** All services provided by the Contractor under this Agreement must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of and federal, state or local statute, ordinance, rule or regulation. Additionally, the following specific matters shall be addressed by the Contractor:

- a. "High Priority" requests shall be acknowledged by Contractor within twenty-four (24) hours of notification by the State.
- b. "Documented Defect" requests shall be acknowledged by the Contractor within twenty-four (24) hours of notification by the State.
- c. "High Priority" requests shall be resolved by Contractor within forty-eight (48) hours of notification by the State unless otherwise specifically agreed to by the State.
- d. "System Customization and New Report Writing" tasks shall be identified as such by the Contractor and accounted for by the Contractor.
- e. "Program Corrections (bug fixes)" tasks shall be identified as such by the Contractor and accounted for by the Contractor.
- f. Contractor shall maintain accounting of billable tasks in order to receive compensation for such tasks.
- g. No charge shall result from "High Priority" tasks unresolved for more than one (1) month from the date of notification by the State, unless otherwise specifically agreed to by the State.

**6. Confidentiality of Data, Property Rights in Products, and Copyright Prohibition.** The Contractor further agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Agreement shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. The Contractor hereby specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, proposals, etc.

**7. Conflict of Interest.**

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

The individual executing this Contract;

An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

**8. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Agreement are vital to the State and must be continued without interruption and that, upon Agreement expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations).

**9. Debarment and Suspension.**

A. The Contractor certifies that neither it nor its principals nor any of its subContractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-Contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-Contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its Contractual relationship with the sub-Contractor for work to be performed under this Contract.

#### **10. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**11. Drug-Free Workplace Certification.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will

give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.

False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of Contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a Contract shall be made, and no Contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the Contract or agreement as part of the Contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**13. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**15. Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. In no event shall the Contractor be responsible for any indirect, special, consequential or punitive damages. The State shall not provide such indemnification to Contractor.

**16. Independent Contractor.** Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and worker's compensation insurance for Contractor's employees.

**17. Information Technology Enterprise Architecture Requirements.** If the Contractor provides any information technology related products or services to the State which interfaces with the State's IT equipment, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.



**18. Licensing Standards.** The Contractor and its employees and subContractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subContractors are not in compliance with such applicable standards, laws, rules or regulations or if licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor.

**19. Nondiscrimination.** Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subContractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**20. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notice to the State shall be sent to:

Office of the Attorney General  
Attn: Tony Rogers  
302 W. Washington St., IGCS-5<sup>th</sup> Floor  
Indianapolis, IN 46204

B. Notice and payments to the Contractor shall be sent to:

Wagers & Associates, Inc.  
Attn: Ken Wagers  
2840 Wilderness Place, Suite G  
Boulder, CO 80301

**21. Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) the Addendum, (2) Attachment A, and (3) the Form Contract.

**22. Ownership of Documents & Materials.** All documents, records, programs, data, film, tape, articles, memos, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such matters will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the

Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State. Notwithstanding the above, the Contractor shall retain title to any and all of its patents, copyrights, trademarks and proprietary and/or confidential information, data, documents, software, trade secrets, know-how, techniques, updates, and revisions thereof (collectively called "Contractor Proprietary Information") utilized in the performance of this Contract that exists prior to the execution of this Contract.

**23. Payments.**

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

**24. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

**25. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be in the format requested by the State. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**26. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**27. Taxes.** The State is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**28. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least ninety (90) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**29. Termination for Default.**

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified

in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity under this contract.

**30. Travel.** Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana and upon pre-approval by the State. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**31. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

**32. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

#### **NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through their duly authorized representatives, entered into this Contract and Addendum. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

**Wagers & Associates, Inc.**

By: [Signature]  
Printed Name: Ken G. Wagers  
Title: Senior Vice President  
Date: 3-9-07

(Where Applicable)

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Office of the Indiana Attorney General:**

By: [Signature]  
Printed Name: Brent C. Eubank  
Title: Chief Counsel  
Date: 3-21-07

**Indiana Office of Technology**

[Signature]  
Gerry Weaver, Chief Information Officer  
Date: 23-Mar-2007

**Department of Administration**

[Signature]  
Carrie Henderson, Commissioner  
Date: 3-26-07

**State Budget Agency**

[Signature]  
Charles E. Schalliol, Director  
Date: 4-2-07

**APPROVED as to Form and Legality:  
Office of the Attorney General**

[Signature]  
Stephen Carter, Attorney General  
Date: APRIL 9, 2007

## ATTACHMENT A

**CHOICE OF LEVEL OF SERVICES.** The Licensee has selected the following level of service (check one):

☐ Bronze

☐ Silver

☒ Gold

### **LEVEL OF SERVICES**

1. **Bronze.** Bronze Level services are as follows:

- (a) Telephone and remote access support as set forth below.
- (b) Correction of reported defects as time and schedule permits unless the defect is a Documented Defect.
- (c) Customization as required by law changes or personnel changes not to exceed 25 hours.
- (d) No more than fifty (50) hours annually of system customization and new report writing. These hours cannot be carried over from year to year without mutual agreement by at end of the annual support period; otherwise the hours are forfeited.
- (e) Telephone contact limited to one (1) designated person Monday through Friday, 8:00 a.m. until 5:00 p.m. Mountain Time.
- (f) Remote access to online support documentation via website.
- (g) Updates to any provided software released at no cost by other software companies.
- (h) Ability to download updated UPS 2000™ components from website.
- (i) Corrections to program errors not to exceed 100 hours.

- (j) Updates and enhancements to the system developed for and made available at not cost to other licensees. New program modules and separate programs developed for UPS 2000™ system are not included.

2. **Silver.** Silver Level services are as follows:

- (a) All of the above Bronze Level Service items, plus:
- (b) An additional fifty (50) hours of annually of system customization and new report writing, not to exceed a total of 100 hours annually.
- (c) One user registration fee to Wagers' annual user training conference.
- (d) Up to two (2) days of onsite training and support. Travel and living expenses are not included and therefore will be paid for by the Licensee.
- (e) Telephone contact limited to two (2) designated persons Monday through Friday, 8:00 a.m. until 5:00 p.m. Mountain Time.

3. **Gold.** Gold Level services are as follows:

- (a) All of the above Silver Level Service items, plus:
- (b) An additional fifty (50) hours of annually of system customization and new report writing, not to exceed a total of 150 hours annually.
- (c) One user registration fee to Wagers' annual user training conference (two total).
- (d) Up to three (3) additional days of onsite training and support (not to exceed a total of five days). Travel and living expenses are not included and therefore will be paid for by the Licensee.
- (e) Priority correction of Documented Defects. Licensor shall use commercially reasonable efforts to resolve Documented Defects within 48 hours.
- (f) Telephone contact limited to three (3) designated persons Monday through

Friday, 6:00 a.m. until 5:00 p.m. Mountain Time, and 24 hour pager coverage in case of emergency. Support from 6:00 am – 8:00 am MT must be pre-arranged.

## SOFTWARE LICENSE AND SERVICES AGREEMENT

Wagers Associates, Inc.  
2840 Wilderness Place, Suite F  
Boulder, CO 80301  
Phone Number (303) 413-9450  
FAX Number (303) 413-0442  
("WAGERS")

and

Indiana Attorney General's Office  
Unclaimed Property Section  
35 South Park Blvd.  
Greenwood, IN 46143  
("Licensee")

**T** HIS AGREEMENT is made between WAGERS and Licensee as of the Effective Date. This Agreement shall be automatically renewed at the end of one (1) year after the effective date and each year thereafter unless a party provides prior written notice of non-renewal at least thirty (30) calendars days before the end of the annual period. The parties agree as follows:

### 1. Incorporation By Reference.

This section is intentionally left blank.

### 2. Additional Definitions.

"Component System" means any one of the Baseline Software programs which are identified in Exhibit 1 as a Component System, including all copies of Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means the date on which WAGERS installs the Component System(s) on the Licensee's system.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documented Defect" means a material deviation between the Component System and its documentation, for which Documented Defect WAGERS has confirmed that Licensee has given WAGERS enough information for WAGERS to replicate the deviation on a computer configuration which is both comparable to the Equipment and is under WAGERS' control.

"Effective Date" means the date identified on the signature page of this Agreement as the Effective Date.

"Equipment" means the hardware and systems software configuration identified in Exhibit 1 as the Equipment.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached pricing schedules, level of services, Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks, and Confidential Information.

"Licensed Software" means the Component Systems listed in Exhibit 1.

"Licensee Employees" means: (i) Licensee's employees with a need to know; and (ii) third party consultants engaged by Licensee who have a need to know, who have been pre-approved by WAGERS, and who, prior to obtaining access to the Licensed Software, have executed an WAGERS-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Services" means the services listed in Exhibit 1.



"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

**3. Right to Grant License and Ownership.** WAGERS has the right to grant Licensee this license to use the Licensed Software. Except as otherwise indicated in a Software Supplement, WAGERS owns the Licensed Software.

**4. License.** Subject to the terms and conditions of this Agreement, and during the life of this license, WAGERS grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable license, for the Licensee to use the Licensed Software on the Equipment within the United States of America for Licensee's own, non-commercial computing operations. The computer readable media containing Source Code and Object Code for the Licensed Software may also contain Source Code and Object Code for Component Systems for which Licensee is not granted a license for use. Licensee may not make any use of any Source Code and/or Object Code for any such Component Systems for which Licensee is not expressly obtaining a license for use under this Agreement. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. Licensee has no rights in or to the Source Code for that Component System and is not authorized access to the Source Code for any particular Component System.

(b) Object Code. Licensee has the right to use the Licensed Software in Object Code form. Licensee also has the right to use the Licensed Software in Object Code form temporarily on another WAGERS-supported configuration, for disaster recovery of Licensee's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Licensee can make one (1) copy of the documentation for each Component System solely for archive purposes. All such copies shall be returned to the Licensor upon the termination of this License.

(d) Restrictions on Use of the Licensed Software. Licensee is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Licensed Software. Licensee will not allow the Licensed Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining WAGERS' prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Licensee is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that WAGERS otherwise provides with the Licensed Software. Licensee must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Licensee makes of the Licensed Software.

**5. Available Services.** WAGERS can provide Licensee with services to the extent described in exhibit 1.

**6. Delivery.** Except as otherwise provided in Exhibit 1, WAGERS will deliver all Component Systems to Licensee at the Delivery Address within thirty (30) days after the Effective Date.

## **7. Payment**

(a) Payment. Licensee will pay WAGERS as provided for in Exhibit 1. Licensee will pay each WAGERS invoice by no later than thirty (30) days after receipt. Late payments are subject to interest on the principal amount remaining unpaid at a rate equal to the prime rate for each calendar quarter plus two percent, but in no event shall exceed twelve per cent a year, commencing on the thirtieth day following receipt of the invoice and ending on the date of the warrant. As used herein, "prime rate" means the prime rate as posted in the Wall Street Journal on the first business day of the month preceding the calendar quarter.

## **8. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

(a) Limited Software Warranty by WAGERS and Remedy For Breach. For each Component System, WAGERS warrants to Licensee that, for period of twelve (12) months after the Delivery Date,

the Component System, as used by Licensee on the Equipment for its own, non-commercial computing operations, will operate without Documented Defects. For each Documented Defect, WAGERS, as soon as reasonably practicable and at its own expense, will provide Licensee with an avoidance procedure for or a correction of the Documented Defect. If, despite its reasonable efforts, WAGERS is unable to provide Licensee with an avoidance procedure for or a correction of a Documented Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Licensee may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and WAGERS' sole obligations for breach of this limited warranty are contained in this Section 8(a).

(b) Disclaimer of Warranty. The limited warranty in Section 8(a) is made to Licensee exclusively and is in lieu of all other warranties. **WAGERS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE OR SERVICES, IN WHOLE OR IN PART. WAGERS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WAGERS EXPRESSLY DOES NOT WARRANT THAT THE LICENSED SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. LICENSEE WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 8(a) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 8(a) will be null and void if: (i) anyone (including Licensee) other than WAGERS modifies the Component System; or (ii) Licensee does not implement changes that WAGERS provides to correct or improve the Component System. If despite any modification of the Component System, WAGERS can replicate the reported problem in the Component System as if the problem were a Documented Defect, then WAGERS will nonetheless provide Licensee with an avoidance procedure for or a correction of that reported problem for use in the Component System as though the reported problem were a Documented Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. **THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 8 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER LICENSEE HAS ACCEPTED ANY LICENSED SOFTWARE OR SERVICE UNDER THIS AGREEMENT.**

9. Indemnity by WAGERS. WAGERS will defend, indemnify and hold Licensee harmless from and against any loss, cost and expense that Licensee incurs because of a claim that use of a Component System infringes any United States copyright of others. WAGERS' obligations under this indemnification are expressly conditioned on the following: (i) Licensee must promptly notify WAGERS of any such claim; (ii) Licensee must in writing grant WAGERS sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Licensee chooses to represent its own interests in any such action, Licensee may do so at its own expense, but such representation must not prejudice WAGERS' right to control the defense of the claim and negotiate its settlement or compromise); (iii) Licensee must cooperate with WAGERS to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by WAGERS in writing as necessary for use with the Licensed Software) from the use or combination of products provided by WAGERS with items provided by Licensee or others. If any Component System is, or in WAGERS' opinion is likely to become, the subject of a United States copyright infringement claim, then WAGERS, at its sole option and expense, will either: (A) obtain for Licensee the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Licensee the portion of the license fee paid to WAGERS for the Component System(s) giving rise to the infringement claim, less a charge for use by Licensee based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS WAGERS' EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to WAGERS of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, Licensee will promptly return to WAGERS or (at WAGERS' request) will destroy all copies of the Licensed Software, and will certify to WAGERS in writing, over the signature of a duly authorized representative of Licensee, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices. Licensee must promptly send copies of any notice of material breach and/or termination of the Agreement to WAGERS at 2840 Wilderness Place, Suite F, Boulder, CO 80301, or to such other place as WAGERS may subsequently designate for its receipt of notices. WAGERS must promptly send copies of any notice of material breach and/or termination to

to such other place as Licensee may designate for receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, actions or inactions of any other State, Local, Federal, or foreign government, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance. Notwithstanding the foregoing, the actions or inactions of the State in which the Licensee is an agency, organization, or department thereof, shall not constitute a force majeure excusing a failure or delay in the Licensee's performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" shall include use of the Licensed Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Licensee, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following shall not be considered "assignments" for purposes of this Agreement: WAGERS' assignment of this Agreement or of any WAGERS rights under this Agreement to a parent, subsidiary, or affiliate of WAGERS or to WAGERS' successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and WAGERS' assignment of this Agreement to any person or entity to which WAGERS transfers any of its rights in the Licensed Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the U.S. state or U.S. territory in which the Delivery Address is physically situated, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

**16. LIMITATIONS OF LIABILITY.**

**(a) EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT AS PROVIDED IN SECTION 9 ABOVE, (i) WAGERS' TOTAL, AGGREGATE LIABILITY TO THE LICENSEE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT WAGERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, SHALL NOT EXCEED THE FIRST YEAR'S ANNUAL LICENSE FEE AND (ii) IN NO EVENT SHALL WAGERS BE LIABLE TO LICENSEE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND/OR LOST REVENUE.

**(b) BASIS OF THE BARGAIN.** LICENSEE ACKNOWLEDGES THAT WAGERS HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**17. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Licensee in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

THE PARTIES have executed this Agreement through the signatures of their respective authorized representatives.

Effective Date: October 1, 2006 through September 30, 2008

**WAGERS**

~~By:~~ \_\_\_\_\_

Ken Wagers, Senior Vice President  
(Printed Name and Title of Signatory)

**LICENSEE**

~~By:~~ \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

## **EXHIBIT 1**

Licensee: Indiana Attorney General's Office

Delivery Address:

Indiana Attorney General's Office  
Unclaimed Property Section  
35 South Park Blvd.  
Greenwood, IN 46143

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which WAGERS supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed written description of the Equipment so that WAGERS can confirm that it is a configuration on which WAGERS supports use of the Licensed Software. WAGERS will then advise Licensee whether WAGERS supports or does not support use of the Licensed Software on the proposed configuration. If WAGERS does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until WAGERS does confirm that it supports use of the Licensed Software on the proposed configuration.

**THIRD PARTY SOFTWARE.** The Licensee understands, acknowledges, and agrees that the operations of the Licensed Software may require the use of certain third party software which the Licensee must separately license at its own expense from the vendor thereof or, if available, through WAGERS.

### **LICENSED SOFTWARE:**

Component System	Source Code Licensed? (yes/no)	Software Supplements	Fee
WAGERS' Unclaimed Property Management Software (UPS2000™) on a single network server	No	None	Exhibit 1, Addendum A
Intentionally left blank			

**PAYMENT:** In accordance with the fee schedule at Exhibit 1, Addendum 1, Licensee will pay WAGERS one quarter of the applicable annual support fee every three months. WAGERS will invoice Licensee for all other services and applicable charges, as WAGERS renders the services or Licensee incurs the charges, as applicable. If additional users are added during the course of the annual period, a pro rated original license fee shall be charged payable within thirty (30) days. By way of illustration, if there were originally twenty-two (22) users with an original license fee of \$125,000, and at the half year point, ten (10) users are added, an additional \$12,500 shall be charged to cover the remainder of the year.

The next year, with the total users being thirty-two (32) users, the annual support fee will be based on an original license fee of \$150,000.

**DELIVERY:** Unless otherwise indicated below, each of the Component Systems identified above shall be delivered within thirty (30) days following the Effective Date.

**WAGERS**

By: \_\_\_\_\_  
\_\_\_\_\_  
Ken G. Wagers  
(Printed Name of Signatory)  
Title: Senior Vice President

**LICENSEE**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name of Signatory)  
Title: \_\_\_\_\_